

PLAY FOR ALL PAVILIONS

Play for All Park - Pavilion

Pavilion Area: The PLAY FOR ALL PAVILION ("Pavilion") consists of either the SOUTH PAVILION OR THE NORTH PAVILION only. Both pavilions are contained within the fence of the Play for All Park. This rental only guarantees use of one of the Pavilions (South or North) unless both pavilions are rented with this agreement. The South Pavilion is located south of the Play for All Park adjacent to the restroom building and contains 5 picnic tables and a BBQ grill. The North Pavilion is located north of the Play for All Park adjacent to the park road and contains 3 picnic tables. The Rabb House, Play for All Park and surrounding amenities are not included in the Pavilion rental. The Licensee is hereby informed that the Pavilion is located in a public park. The Play for All Park, parking area, restroom building and trail are considered for public use and must be shared.

NORTH:____ **SOUTH:**____ **BOTH**____

Initial Here: _____

Reservation Guidelines: Rental lengths are for the hours listed below only. No changes can be made less than fourteen (14) days in advance. The gate to the Pavilion area will be locked until 15 minutes prior to the rental time, at which time a Parks Department employee will unlock the gate for the rental.

If the licensee or any person(s) in their group violates the start and/or end time on the agreement, the Licensee will be assessed a \$25 fine.

HRS:____ **TIME:**____ **to**____

Initial Here: _____

Decorations: Free standing decorations are permitted. At no time are any decorations permitted to be affixed to or hung from any area including, signs, banners, streamers or other decorations. Damage to any surface can result in the loss of the deposit or assessment of additional fees.

Vendors: Food and beverage vendors are required to cover the ground beneath their area which must include a minimum 3ft perimeter around their area to minimize damage to the concrete. The Licensee will be assessed if additional clean-up is required.

Loading/Unloading: An area designated for loading and unloading is available for short term use when approved by the Parks and Recreation Department. A request to use this space must be communicated at the time of reservation.

Electricity: This pavilion does not have electricity or lights. Generators can be used to supply electricity needs. The Licensee assumes all risk associated with using the pavilion after dark. Additional fees are required for amplified sound and entertainment services.

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Restrooms: Restrooms are available at the Play for All Abilities Park only. Access to the restrooms located in the Rabb House shall not be permitted. Portable restrooms are not permitted.

Cleaning: All equipment, signage, advertising, debris, trash and any other items brought to the facility must be picked up and removed from the facility prior to the end of the reservation time. Remove trash bags from receptacles and replace them with provided liners (found beneath old trash bags in receptacles). All trash is to be taken to the dumpster.

Additional fees will be assessed if the above cleaning requirements are not met. This can include the loss of the deposit as well as any additional costs to return the Pavilion back to its original condition.

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General Terms and Conditions

The following terms and conditions apply to all facility reservations within the City of Round Rock Parks and Recreation Department and are the responsibility of the Licensee.

Licensee Age Requirements: Licensee must be 21 years of age or older at the time of reservation. A valid driver's license or state ID is required to reserve any facility and to verify age and residency.

Licensee Requirements: Facility use is allowed by the Licensee during the hours specified on the Agreement. Access to the facility before or after the time specified on the Agreement is not permitted. All set-up and clean-up (including equipment delivery and pick-up) must be completed within the hours specified on the Agreement unless otherwise approved by the Parks and Recreation Department. The Licensee must remain on site at all times. The Licensee assumes responsibility for the facility and any person(s), vendors and hired staff during the hours specified on the Agreement.

Parking: Parking and loading/unloading will be allowed in designated areas only. All other areas are subject to towing, i.e. grass, sidewalks, fire lanes, etc., unless otherwise approved by the Parks and Recreation Department.

Special Events/Tournaments/Runs and Walks: These events may require additional applications to be filled out. This will be determined by the City of Round Rock Parks and Recreation Department and more information will be provided at that time. Additional fees, permits and agreements may be required and will incorporate into and become part of this agreement.

Entertainment: DJs, Live Music, Petting Zoos, Pony Rides, Clowns, Trains, and Inflatables are allowed in designated areas only. Live animal use must follow the City of Round Rock Code of Ordinances Chapter 8, Articles I-XII. Use of these forms of entertainment must be preapproved by the City of Round Rock Parks and Recreation Department. A Certificate of Liability must be provided for each company hired prior to the event date. Additional fees may be required.

Equipment: The Licensee must provide all equipment for the event. No staking allowed. Tents, canopies, stage equipment, etc. must be secured with water barrels or sand bags only and are allowed in designated areas only.

Alcohol: Any and all use of alcoholic beverages must be in strict accordance with the Alcoholic Beverage Code of the State of Texas and the City of Round Rock Code of Ordinances, Chapter 4: Alcoholic Beverages, Sec. 4-(1-5). If you intend to consume, sell and/or distribute alcohol, you should consult with the Parks and Recreation Department and T.A.B.C. in advance to ensure compliance with applicable regulations and eligibility.

Sound and Noise Levels: The guidelines for sound and noise levels are in strict accordance with the City of Round Rock Code of Ordinances Sec. 14-(209-216). Park Staff, at their discretion, may require volumes to be adjusted.

Food/Beverage Vendors: Food and beverage vendors must comply with the rules and regulations set forth by the Williamson County and Cities Health District and the Texas Department of Health.

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Cancellation Policy

- a. The deposit will be refunded according to the original form of payment provided the terms of the agreement have been met in full. Fees assessed will be deducted from the deposit and billed if they exceed the deposit amount.
- b. Cancellation by the City of Round Rock:
 - i. Any class, camp, special event, program, pool or facility rental that is canceled or closed by the City of Round Rock will be fully refunded to the registrant or licensee.
- c. Cancellation by Licensee:
 - i. Cancellations 30 days or more in advance will receive a 100% refund less a \$25 administrative fee, or a credit for the full amount will be placed on the Licensee's account for future use with the City of Round Rock. Credits must be used within 1 year.
 - ii. Cancellations 29-15 days in advance will receive a 50% refund or credit of the rental fees and will lose the deposit.
 - iii. Cancellations 14 days or less will forfeit all rental and deposit fees.
- d. Any balances of \$25 or less on accounts that are assessed the administrative fee will be considered paid in full and no additional debt will be incurred.

Restrictions:

- No skateboarding.
- No smoking inside any facility.
- Animals must be kept on a leash at all times and are prohibited from fountain areas and the interior of any building. Animals designated as "Service Animals" by the ADA (Americans with Disabilities Act) are allowed.
- No equipment can be left at any facility beyond the term of the agreement.

I, the undersigned, accept the terms and conditions of the agreement in full and will comply with all policies and procedures. I waive liability of personal harm arising out the use of the facility(ies) and accept responsibility for it.

X: _____
(name)
(Address)
(Phone number(s))
(Email)

Date: _____

Office Use Only

X: _____
(Staff Name)

Date: _____